

THIS IS A 100% TOTAL SMALL BUSINESS SET-ASIDE

July 17, 1997

Dear Prospective Offeror:

The enclosed Request for Proposals (RFP) R-ATL-00030 is issued for sales closing agent services for HUD owned single family properties in the State of Alabama as described in Section C of the RFP.

The RFP is structured in accordance with the Uniform Contract Format required by the Federal Acquisition Regulation (FAR). Identified below are certain important items and their location in the solicitation:

1. Time, place and due date for receipt of offers are cited in Block 9 of the SF-33. Late bid rules are contained in Section L. Address for receipt of proposals is found in Block 7 of the SF-33. Late offers will not be accepted.
2. The Statement of Work is found in Section C; contract period is stated in Section F; Certifications and Representations are found in Section K and must be completed and signed by the offeror or an authorized representative; Instructions and Conditions are found in Section L.
3. Section M describes the basis for proposal evaluation and contract award. Your technical proposal **must** address each of the technical factors as described in Section M.
4. Your attention is directed to Paragraph H-2 which provides that the firm receiving award under this solicitation will be covered under HUD's national blanket bond.

Please identify your response to the RFP by completing the enclosed OF-17 and attaching it to the lower left hand corner of the envelop in which you submit your response.

You are reminded that this RFP represents a competitive process and, if you choose to participate in that process, you must **not** discuss your intended proposal with other possible competitors.

If you have any questions concerning this solicitation, please call Charles Liphthrott at (404) 331-5001 ext 2563.

Very sincerely yours,

Michael L. Swan, Chief
Atlanta Operations Branch
Contracting Division

Enclosure

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1 OF 37 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. R-ATL-00030	4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) <input checked="" type="checkbox"/>		5. DATE ISSUED 7/17/97	6. REQUISITION/PURCHASE NO.
7. ISSUED BY U.S. Dept of HUD/ASC/Contracting Division 75 Spring Street, SW, Room 658 Atlanta, GA 30303			8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid, solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in **original** and 3 copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See item 7 until 2:00 pm local time 8/28/97
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.

All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Charles Liphthrott	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (404) 331-5001, ext 2563
---------------------------	-------------------------------	---

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	18-19
X	B	SUPPLIES OR SERVICES AND PRICES/COST	2-3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	4-10	X	J	LIST OF ATTACHMENTS	11
X	D	PACKAGING AND MARKING	11	PART IV - REPRESENTATION AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	11	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	21-29
X	F	DELIVERIES OR PERFORMANCE	12				
X	G	CONTRACT ADMINISTRATION DATA	13-15	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	30-35
X	H	SPECIAL CONTRACT REQUIREMENTS	16-17	X	M	EVALUATION FACTORS FOR AWARD	36-37

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15 C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (if other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

NSN 7540-01-152-8064

33-132

STANDARD FORM 33 (Rev 4-85)

PREVIOUS EDITION NOT USABLE

Prescribed by GSA FAR (48 CFR) 53.214(c)

PART I - THE SCHEDULE

Section B - SUPPLIES OR SERVICES AND PRICES

B-1 DESCRIPTION OF SERVICES

This solicitation is to secure sales closing services for HUD owned single family properties in the State of Alabama, in the following area:

Southwest Alabama, consisting of Choctaw, Marengo, Clarke, Wilcox, Washington, Monroe, Conecuh, Escambia, Baldwin, Mobile counties.

B-2 CONTRACT DEFINITION.

This is Fixed Price Requirements contract, as defined in FAR Subpart 16.503 and Section I, Clause 52.216-21. Services provided by the Contractor under this contract shall be secured by the issuance of delivery orders placed in accordance with Section C, Statement of Work and the clauses cited in Section I, 52.216-18, "Ordering (OCT 1995)," and 52.216-19, "Delivery Order Limitations (OCT 1995)."

B-3 PRICES

a. As total compensation for all services performed in accordance with delivery orders issued and with the Section C.2, Statement of Work, the Contractor shall be paid as follows:

(1) For closings conducted by the Contractor, the fixed unit prices per sale closed as follows:

Base Contract Period (1 Year)	First Option Period (Year 2)	Second Option Period (Year 3)	Third Option Period (Year 4)	Fourth Option Period (Year 5)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

or,

(2) For third party closings at which the Contractor represents HUD, as described in Section C, fifty percent (50%) of the unit prices set forth in B-3(a) above.

b. Aborted closings. Should a sale not close, despite good faith efforts by the Contractor, the Contractor will not be entitled to any portion of a fee.

c. In no case shall the Contractor be authorized to earn any interest income (such as escrow account interest float income) as a result of services provided under this contract.

d. The Contractor may not collect from any party, any fees for services required hereunder and associated with closings conducted under the contract above and beyond the unit prices set forth in B.3(a)(1). If the purchaser or purchaser's lender demands additional services, such as title examinations and/or insurance, outside of the contract duties, and such services are performed by the Contractor, the Contractor must look outside of this contract for payment for those services.

PART I - THE SCHEDULE

Section B - SUPPLIES OR SERVICES AND PRICES

B-4 SERVICE AREA

The Contractor shall provide real estate property sales closing services for the following counties in Alabama:

Southwest Alabama: Choctaw, Marengo, Clarke, Wilcox, Washington, Monroe, Conecuh, Escambia, Baldwin, Mobile.

It is expected that the closing site will be located within the geographic boundaries of the contract. Buyers are not expected to travel outside the county where the property is located. Buyers may travel to a mutually agreed upon site. In cases of Third Party closings, buyers will be expected to travel to the contractor's office. The Contractor will maintain at least one (1) acceptable office located within a county covered by this contract area with a staff knowledgeable of the contract responsibilities. The office will be open and available for contract related matters on all normal business days. Normal business hours are, at a minimum, 8:00 a.m. to 4:30 p.m.

Normal business days are Monday through Friday, except Federal Holidays. Federal Holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (Christmas Eve, the day after Thanksgiving, and any unique local observances of days not heretofore mentioned are NOT Federal Holidays.)

B-5 ALLOWABLE CLOSING EXPENSES

The Contractor shall pay only those costs determined to be reasonable and customary for the local real estate market area. The expenditures listed below, as herein qualified, shall be paid at time of closing by the Contractor from HUD's sales proceeds. In the event that sales proceeds are insufficient to pay all allowable expenses, the Contractor shall advance payment for any excess expenses and request reimbursement from HUD. (See Section G, G.3 Payments and Voucher Submission herein.) All applicable payments will be reflected on the HUD-I Settlement Statement.

a. Closing/Financing Costs. Pay actual closing/financing costs, not to exceed the amount specified in Item 5 of the Sales Contract (See Section J, Attachment 1).

b. Real Estate Broker's Commission. Pay the amount shown in Item 6 of the Sales Contract. HUD's sales broker representative will observe the closing and acknowledge commission receipt.

c. Wire Transfer Fee. Charge the actual cost for the wire transfer of sales proceeds to HUD, include it with settlement charges to the seller on line 502 of the Form HUD-1 (See Section J, Attachment 2) and deduct the cost from the net proceeds due HUD.

d. Unpaid Real Estate Taxes. Liens and Association Fees. Identify in advance of the scheduled closing any amounts related to these items which are due and/or in need of proration. Upon approval by the Government Technical Representative (GTR)/ Government Technical Monitor (GTM) pay or prorate these amounts.

e. Recording Fees. Unless the purchaser has requested HUD to pay recording fees (Item 5 of the Sales Contract) and HUD has agreed to pay (Item B.5.a. above), collect from the purchaser the appropriate amount for recording fees. This may be paid from HUD sale proceeds if sufficient funds are available (Line 5 of the sales contract).

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT

C-1 Description: This is a contract to provide sales closing services for single family (1-4 units) properties owned by the Department of Housing and Urban Development (HUD), and located within the geographic area described in Section B-4.

The primary objectives of this contract are to ensure that:

1. The sale of all properties assigned to the contract close within the time stipulated by the Sales Contract;
2. Prompt and accurate payment of all closing charges is made;
3. The net proceeds of each sale are deposited to a non-interest bearing escrow account and request is initiated for the wire transfer of the proceeds via FEDWIRE to HUD's account with the U.S. Treasury on the day of closing or no later than the next banking day;
4. The complete closing package is submitted to HUD within two (2) working days of closing;
5. Supporting initial title evidence of claimant FHA lender is reviewed and reported timely.

C-2 Specifications/Work Statement

1. Work Assignments

HUD will make title evidence review assignments immediately upon receipt from claimant lender. Contractor's report of title acceptance/rejection will be due five (5) days after receipt by contractor. HUD will make closing assignments to the contractor through the issuance of sales packages. Closing assignments may be placed in writing or orally by the GTR/GTM or other person(s) specifically designated in writing by the GTR (see Section G.4(b)). Telephone orders will be confirmed by a sales package within five (5) calendar days.

The GTR/GTM or designee shall provide the Contractor with a sales package consisting of the following:

- a. HUD Form 9548, Sales Contract, with necessary addenda;
- b. Title evidence;
- c. Title approval report from HUD;
- d. Documentation regarding rents due to HUD when purchaser is HUD's tenant.
- e. Bulk sales listing, if applicable

2. Contract Duties: The Contractor shall furnish the necessary services, personnel, material, equipment, and facilities to complete the following services within the times herein specified:

- a. Establish individual property files that are accessible by FHA case number and property address as stated on sales contract. Each file must include the purchaser's name.
- b. Coordinate with purchaser, broker, and if appropriate, mortgagee, to establish a firm closing date on or before that date specified in item 9 of the Sales Contract. It is expected that the closing site will be located within the geographic boundaries of the contract. In consideration of large contract areas, buyers are not expected to travel in excess of 60 miles (one way) to a mutually agreed upon site. In the case of Third Party Closings, the

buyer, the broker, and the Third Party Closer will travel to the contractor's office for closing or to a mutually agreed upon location.

PART I - THE SCHEDULE
SECTION C - DESCRIPTION/SPECS./WORK STATEMENT

C-2 Specifications/Work Statement (Continued)

- c. i. Review title evidence received by HUD upon its acquisition of properties within the contract area. Specific instructions are provided in Section J, Attachment 9, or as provided by the GTR/GTM. A title approval/rejection letter and worksheet must be returned to HUD along with original title documents within five (5) working days of assignment. Contractor is to retain a copy for future use. Regulations for property transfers and title waivers are contained in 24 CFR 203.385 through 203.391 (Section J, Attachment 12). The title evidence worksheet report which is to be returned executed by the contractor will alert HUD staff to any title condition found or suspected to be in conflict with these regulations. Contractor will furnish lightweight legal size file folders for HUD's original title documents with typed label containing the case number and property address. Materials are to be secured with "acco" type fastener and file sent to HUD. All documents in the title evidence package, which at times may include restrictive covenants, or a plat of survey, are to be reviewed for inconsistencies or discrepancies.
- ii. Conduct a title update, beginning with the date the property was deeded to HUD through the scheduled closing date. In addition, check for public liens (taxes, water, sewer, etc.) for the previous three years. Clear all routine title issues which arose during this time period, including but not limited to defects in the deed to HUD, past due taxes, water bills, demolition liens, association liens, etc., in sufficient time to prevent delays in closing, and in accordance with specific instructions provided in Section J, Attachment 12, or as provided by the GTR/GTM. Deficiencies must be cleared and documented prior to or at closing. Deficiencies must be brought to the attention of the GTR/GTM before closing.
- iii. Issue an opinion as to marketable title when requested by HUD staff. HUD staff members may also request a scrutiny and opinion of additional documents, such as restrictions and plats of survey that were not included with the initial title evidence package.

NOTE: If the Contractor performed or was involved in the legal work for the original insured loan documents or the foreclosure action which resulted in the acquisition of the title to the property by HUD, performance of either work requirement under 2.c above shall be considered a conflict of interest, and the Contractor may not perform either the review of title evidence or the title examination. Contractor shall be responsible for having such work performed according to the plan which was submitted by the Contractor, accepted by HUD, and made a part of this contract.

- iv. When requested by purchaser, the following services may be rendered by the contractor in connection with a closing transaction in addition to those provided herein. Charges for such services shall not exceed the amounts set forth below:

1. Title Opinion/Report issued pursuant to a 40 year title abstract/title search. If based on title examination on behalf of a purchaser, the contractor issues Opinion/Report, the transaction may not be closed if any title exceptions are outstanding that are not included in HUD's general waived objections contained in 24 CFR 203.389 (SECTION J, ATTACHMENT 12).

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT

C-2 Specifications/Work Statement (Continued)

(2) Title fees and or binder fees, which serve no purpose will not be issued. All title documents developed or issued at HUD expense are subject to HUD review.

Contractor is not entitled to any additional fee that related only to services duties performed under this contract. Title knowledge obtained from HUD furnished documents will be dispensed to HUD participants voluntarily and without charge.

d. Arrange for daily, overnight delivery of closing packages (contractor's expense). The mailing of closed case information via U. S. Post Office is unacceptable. Contractor must provide express mail service or other overnight courier service.

e. Prepare HUD-1 and deed (Section J, attachments 2 and 6). Include advice on any title or tax problem. HUD holds the Contractor responsible for accurate preparation of deeds. Deeds are to be delivered to HUD for signature 3 work days prior to anticipated closing. Contractor must provide express mail/pick up service for the delivery and return of this completed document. The deed for closing each sale is to be safeguarded. If a contract has expired, or is canceled, immediately return the original deed marked "VOID."

f. Verify that all rental moneys due HUD have been paid outside settlement if the purchaser is HUD's tenant. If any due amounts have not been paid, ensure such payment is made prior to title transfer.

g. Explain all closing papers and documents to purchaser except at third party closings. Comply with state regulations for closing attorneys. Contractor's/attorney's physical presence at the closing is required.

h. Expired sales agreements cannot be closed unless properly extended. Administer requests by sales brokers for extensions of sales closing date. Requests must be in writing (Section J, attachment 7) and accompanied by the full non-refundable fee (cash, cashier's or certified check) as required by HUD. Upon receipt of an extension request:

i. Telephonically advise the GTR/GTM or other HUD designated staff member of extension request;

ii. Fax extension letter to HUD staff for action. Sales broker must be advised accordingly of HUD's decision. If extension approval is initiated by HUD, correspondence will be faxed to the contractor;

iii. If request is denied by HUD, return extension fee to broker within 24 hours of HUD's denial, with instructions that sale must close by previously scheduled date. If extension request is approved, deposit extension fee to contractor's escrow account immediately.

iv. At closing, extension fee is not to be applied to the amount due from purchaser unless sale closes prior to expiration of the extension. In such cases, purchaser is to be credited with any unused portion of the fee, computed on a daily basis.

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT

C-2 Contract/Work Specifications (Continued)

- v. Include the full amount of the extension fee on lines 104 and 404 of the Form HUD-1. If the purchaser is credited with any portion of the extension fee, include the credited amount on line 206 and 506 of the HUD-1.

NOTE: Under no circumstances is an extension beyond the established closing deadline to be granted without HUD's approval. If a case is not closed by the scheduled date and not extended by HUD, the closing papers are to be returned to the GTR/GTM within 5 working days accompanied by a statement describing the actions taken to close the sale.

i. At closing:

- i. Complete all documents necessary to provide a complete closing, including, but not limited to, the Settlement Statement (HUD-1), deed, note and mortgage, escrow agreements. **Preparation of all documents is to be included in bid price.**

- ii. Unpaid property taxes shall be prorated to the date of closing. If HUD has prepaid taxes, collect appropriate amount from purchaser. If HUD owes money for its prorated portion of the taxes, credit purchaser with appropriate amount.

- iii. Unless payable by HUD (See B-5(e)) collect State/County recording fees from purchaser and record the deed. **Under no circumstances shall the recording of the deed be left to the purchaser unless prior approval is received by the GTR/Chief Property Officer.**

- iv. Accept only cash, or a certified check (non-cancelable funds) made payable to Contractor in sufficient form for bank to process wire transfer within specified time limit.

- v. Record the wire transfer fee in Section L, Additional Charges, of the HUD-1, line 1305.

- j. From HUD's sales proceeds, pay any allowable expenses identified in Section B which are due and payable at the time of closing. The GTR/GTM must be kept fully informed of these transactions.

k. After closing:

- i. On the day of closing or not later than (NLT) 2:00 P.M. on the next banking day, deposit the sales proceeds and using the SAMS 1103, Wire Transfer Transmittal provided by the Field Office, initiate the request for the wire transfer of the proceeds due HUD via FEDWIRE in accordance with instructions provided by Treasury and presently being used by the private sector banking community in effecting wire transfers of funds within the Federal Reserve System.

- ii. Obtain the bank's dated confirmation of the wire transfer and verify that the correct amount of sales proceeds as shown on the HUD-1, Settlement Statement, was wire transferred via FEDWIRE to HUD using the correct case number.

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT

C-2 Contract/ Work Specifications (Continued)

- iii. For bulk sales, complete the Bulk Sales Listing provided by the Field Office and forward or fax a listing showing the FHA case number and section of the Act code, property address, and net sales proceeds for each property included in the sales of HUD, Attn: Real Property Branch, P. O. Box 44813, Washington, DC 20026-4813, immediately following closing. A copy of this listing must also be forwarded to the local HUD office with the closing documents. Listing should be faxed to Chief, Real Property Branch, Room 6236, Facsimile Machine telephone number (202) 619-8133.
 - iv. On the day of closing or the next working day, hand deliver the deed for recording and notify the GTR/GTM of the date of such filing in the report required in subparagraph "q" below. Have the county official acknowledge receipt of deed and include the recorder's receipt in the closing package.
- l. By the day following closing, notify the following in writing and provide the GTR with copies of notifications:
- i. Real Estate Asset Manager (REAM);
 - ii. Selling Broker (unless present at closing);
 - iii. Taxing Authorities.
- m. Submit closing package to HUD (see Checklist for HUD Closing, section J, Attachment 16). For bulk sales, prepare a schedule, prorating costs for each property included in the bulk sale. (See Section J, Attachment 5)
- n. Deliver the closing package to the GTR/GTM within 2 working days after closing. (See penalty provisions in Section F applicable to this item.) Overnight delivery is at contractor's expense.
- o. Explain and correct any errors or adjustments to the settlement statement as requested by HUD or the purchaser arising after settlement.
- p. Send letters:
- i. To purchaser and broker within ten (10) days prior to sales contract closing deadline if a firm closing date has not been established.
 - ii. To purchaser and broker within one workday of sales contract expiration, advising that closing deadline has passed and that broker should contact HUD for additional instructions.
- q. Provide to the GTR/GTM a report (Section J, attachment 8) of all cases assigned to the Contractor, divided into three categories: (1) cases whose closing dates have not yet arrived; (2) cases which have failed to close by the deadlines and (3) cases closed during the reporting week. The report shall be delivered/faxed to the GTR by noon of the first business day of each week.

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT

C-2 Contract/ Work Specifications (Continued)

r. Maintain a complete record of each closing, keeping all information confidential as directed by the GTR/GTM. Retain all pertinent records throughout the life of the contract. At expiration of contract, provide all such records (Government Property) to the GTR/GTM immediately upon request. This includes documents prepared by contractor for the purchaser/lender that are charged to HUD.

Minimum records to be maintained include:

- i. Bank statements and proof of deposit for special bank account.
- ii. Proof of wire transfers of proceeds.
- iii. Canceled checks for disbursements, containing the property address and notation of types of expenses.
- iv. Log of all payments (extension fees, etc.), recorded separately, showing FHA case number, date, amount, purpose, and whether payment was made at or outside of closing.
- v. Copies of each document related to each closing performed.
- vi. Certification of title update for HUD.
- vii. SAMS 1103 Wire Transfer Transmittal
- viii. Copies of documents prepared that were paid by HUD.

s. Maintain copy of monthly bank statement and reconciliation of same and make available to HUD when requested. As part of the bank reconciliation, outstanding checks must be identified by case number and purpose. If outstanding over 30 days, explain what follow-up was initiated.

t. Title documents:

- i. Store title documents (title policy, deed, etc.) that are the property of HUD in a secure cabinet furnished by the Contractor; file any additional documents and maintain supervision and custody of these records. Duplicate title file and return original to HUD.
- ii. Title documents must be returned immediately to the GTR/GTM upon request and/or contract termination or completion.

u. Maintain a supply of the following forms:

- i. Special warranty deeds
- ii. Settlement Statement, HUD-1
- iii. Addendum to HUD-1
- iv. Sales Brokers commission receipt
- v. Notice of sale to taxing authority
- vi. Closing package submission checklist
- vii. Others as directed by GTR.

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT

C-2 Contract/ Work Specifications (Continued)

- v. Physically represent HUD at closings being conducted by third party closers. On such occasions of Third Party Closings (involving purchaser or mortgagee attorney), contractor will review closing documents prior to attending the closing to confirm accuracy. Ensure that the HUD-1 is accurate, the proper amount of sales proceeds is deposited within one (1) banking day of closing, the request for wire transfer of the proceeds is initiated, the sales closing package is forwarded to HUD within (two) 2 working days of closing and the deed is filed for recordation.
- w. Respond to any inquiries or requests from brokers or purchasers within twenty-four (24) hours and close each sale within three (3) days of receipt of closing request (unless a later date is requested by the broker or purchaser and the contract has not or will not expire).
- x. Provide for receipt and sending by telecommunication (FAX) of documents.
- y. Maintain capability to send and receive e-mail via Internet that allows attachment and conversion of word perfect documents attached as ascii files.

PART I - SCHEDULE
SECTION D -PACKAGING AND MARKING

D-1 Payment of Postage and Shipping

All postage and shipping costs related to the submission of information including reports and forms required by this contract shall be paid by the Contractor. The unit prices per closing specified herein are inclusive of all postage/shipping costs.

D-2 Marking

All information submitted to the Government under this contract shall be clearly marked with Contractor's file number, FHA Case Number and property address. Include purchaser's name and closing date when available.

SECTION E - INSPECTION AND ACCEPTANCE

E-1 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E-2 Inspection and Acceptance (HUDAR 2452.246-70 APR 1984)

- (a) Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) identified in Section G, or other individual as designated by the Contracting Officer.

PART I - SCHEDULE
SECTION F - DELIVERIES OR PERFORMANCE

F-1 Contract Period -- The basic period for this contract is from November 30, 1997 or date of award, whichever is later, through November 29, 1998. There are four one-year options.

F-2 Deliverables Subject to Liquidated Damages.

(a) The following deliverables are subject to Liquidated Damages at the rates specified below:

(1) Delivery of final sales closing package (per day late): \$6.24.

(2) Compliance with wire transfer procedures as detailed in Section J, Attachment 4, herein (per day late):

$$\text{Wire Transfer Amt.} \times .05 \times \frac{\# \text{ Days Late}}{360} = \$ \underline{\hspace{2cm}}$$

The percentage rate (5%) cited in the equation above is subject to annual adjustment based on the U. S. Department of Treasury Cash Management Regulations (I TFM 6-8000). The current rate is valid through December 31, 1997.

(b) In the event that liquidated damages are assessed for specific closing case(s), the Contractor shall submit his/her payment to the Government by attaching a check for the amount of such damages to the specific closing package(s) submitted to HUD.

(c) A closing package received in excess of 10 calendar days following closing is considered excessive and the contract is subject to termination.

PART - I THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

G-1 HUDAR 2452.237-73 CONDUCT OF WORK (APR 1984)

(a) The Government Technical Representative (GTR) for liaison with the contractor as to the conduct of work under this contract is Joan Berry. The Government Technical Monitor (GTM), if any, will be designated at time of award.

(b) **The contractor's work hereunder shall be carried out under the supervision of**

TO BE COMPLETED BY OFFEROR

G-2 HUDAR 2452.237-74 TECHNICAL DIRECTION (JUN 1985)

(a) The GTR will provide technical direction on contract performance. Technical direction includes:

(1) Direction to the contractor as to which areas the contractor is to emphasize or pursue.

(2) Comments on the approval of reports or other deliverables.

(b) Technical direction must be within the scope of the contract Statement of Work.

The GTR does not have the authority to issue technical direction that:

(1) Institutes additional work outside the scope of the contract; (2) constitutes a change as defined in FAR 52.243-2; (3) causes an increase or decrease in the estimated cost of the contract; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract.

(c) Technical direction will be issued in writing by the GTR or confirmed by him or her in writing within five calendar days after oral issuance.

G-3 PAYMENTS AND VOUCHER SUBMISSION

(a) Payment for all services shall be made at the time of the property sales closing from the sales proceeds; except that in cases where such sales proceeds are inadequate to fully pay the unit price per closing specified in B.3 - Price herein, the Government agrees to pay the Contractor the difference. The Government also agrees to reimburse the Contractor for any allowable expenses paid by the Contractor due to insufficient sales proceeds. The Contractor shall prepare and submit to HUD a Single Family Accounting Management System (SAMS) 1106, Invoice Transmittal for reimbursement (see Section J, Attachment 11) as directed by the GTR/GTM.

(b) Invoices shall be submitted monthly in an original and two copies to the appropriate Government Technical Monitor at **U.S. Dept. of HUD, Real Estate Owned Branch, Suite 300, 600 Beacon Parkway West, Birmingham, AL 35209-3144**. To constitute a proper invoice, as required by FAR 52.232-25, Prompt Payment, the invoice must include the following information:

1. The Contractor's name and voucher date;
2. Contract number (Block 2 of SF-33);

PART - I THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

G-3 Payments and Voucher Submission (Continued)

3. Description of services rendered, to include the number of closings completed and the contract price of each multiplied by the number of closings and total amount;
4. Name (where applicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; must be the same as in block 15 of the SF-33 unless otherwise approved by the contracting officer; and
5. The contractor's tax identification number (TIN).

G-4 ORDERING PROCEDURES

- a. The Government will assign work to the contractor through the issuance of closing packages. Telephone orders will be confirmed by an original or faxed copy.
- b. The following individuals are the only persons authorized to accept delivery orders on behalf of the contractor:

TO BE COMPLETED BY CONTRACTOR

NAME	TELEPHONE NO.
_____	_____
_____	_____
_____	_____

- c. The following individuals are the only persons authorized to place delivery orders:

NAME	TELEPHONE NO.
Angela Pelkey, PROGRAM ASSISTANT	205/290-7630, ext 1048
Laura Owen, PROGRAM ASSISTANT	205/290-7630, ext 1047
Linda Hill Kemp, Dottie Gee, Virginia Velotas, Sheryl Moore, GTMs	205/290-7630, ext 4421
Joan Berry, GTR	205/290-7630, ext 1046
Joan Arnold, CHIEF PROPERTY OFFICER	205/290-7630, ext 1042

- d. Others may be named by the Contracting Officer after award of contract.

PART - I THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

G-5 Payments after Contract Conclusion

When this contract concludes, the contractor will be paid for initial title review service on files completed on cases not closed. A proper invoice must be presented. The fee basis will be 25% of the bid amount in effect.

G-6 Key Personnel (HUDAR 2452.237-70 APR 1984)

TO BE COMPLETED BY OFFEROR

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

The Schedule may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

Name: _____

Title: _____

Telephone: _____

Name: _____

Title: _____

Telephone: _____

Name: _____

Title: _____

Telephone: _____

Name: _____

Title: _____

Telephone: _____

PART I - THE SCHEDULE
SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 ESCROW ACCOUNT

The Contractor shall establish a separate non-interest bearing escrow account for all proceeds in the name of the Contractor with the restriction "As Trustee for the U.S. Department of Housing and Urban Development." Since it is a matter of individual bank policy rather than a standard operating procedure on the length of time a check is held, most certified/cashier's checks will clear in overnight processing. The escrow account, therefore, shall be established in a bank that gives credit for the deposited check immediately upon clearance, will issue a receipt for the deposit and which has the capacity to transmit all of the information contained in SAMS Form 1103, Wire Transfer Transmittal, in the exact format shown. If at any time the Contractor is unable to continue compliance with these requirements, the Contractor shall immediately notify the GTR/GTM. Such notification shall describe the efforts exerted by the Contractor to comply and shall include proposed actions to achieve compliance.

H-2 BONDING

The Contractor will be covered by the National Contract with Truitt Insurance Agency, with Continental Insurance Agency and Firemen's Insurance Company as co-sureties. A copy of the surety bond is provided in Section J, Attachment 14. This contract covers subcontractors. The contractor will be asked to sign a statement of subrogation rights.

H-3 DISCOUNTS

The Contractor shall give the Government full credit for all discounts of any nature obtained by the Contractor in the conduct of the contract.

H-4 RECORD-KEEPING

The Contractor shall maintain such accounting records as are required by the Government and shall give specific answers to questions upon which information is desired from time to time relative to the operation of the contract. At a minimum, accounting records shall include a cash receipts and cash disbursements register dealing exclusively with the activity of this contract. This register shall be reconciled monthly to the bank account. A copy of the reconciliation must accompany the bank statement sent to the GTR/GTM when requested.

H-5 EXAMINATION OF RECORDS

The Government shall have the right to examine the books and other data of the Contractor regarding the contract, upon reasonable notice, at all times and places during this contract.

H-6 PROHIBITED ACTIVITIES

The contractor shall not:

- a. Engage in providing subcontracting to any entity where there exists an identity-of-interest, unless the Contractor has notified the Contracting Officer of such proposed subcontracting; has received prior written approval from the Contracting Officer to provide such services, and such services are provided at a cost which does not exceed that which could have been obtained in the market.

PART I - THE SCHEDULE
SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-6 PROHIBITED ACTIVITIES (Continued)

Identity-of-interest is present when there is any relationship (generally based on family ties and/or financial interest) that exists which could give rise to a presumption that the parties to the transaction may not operate at arms length in establishing the cost or the acceptability of the service to be provided.

b. Engage in providing services to third party entities having responsibilities to HUD in connection with any properties financed or insured under any program of HUD unless the Contractor has notified the Contracting Officer of such proposed employment or services and has received written approval to perform such services.

c. Favor or provide a competitive advantage in any way to any firm, individual, or entity seeking to do business with HUD.

H-7 CONTROL OF RECORDS

The Contractor shall maintain accurate and adequate control of records.

H-8 FORMS

The government forms/formats necessary to accomplish work under this contract will be duplicated at the contractor's expense.

H-9 SAFEGUARDS

Contractor will provide strict safeguards for deeds of conveyance until they are placed on public record after sale closings.

SECTION I - CONTRACT CLAUSES

I-1 Clauses Incorporated by Reference (FAR 52.252-2, JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.202-1	Definitions.	(OCT 1995)
52.203-3	Gratuities.	(APR 1984)
52.203-5	Covenant Against Contingent Fees.	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures.	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	(JAN 1997)
52.203.10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper	(JUN 1996)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.216-8	Fixed Fee.	(MAR 1997)
52.216-19	Order Limitations	(OCT 1995)
52.216-21	Requirements - Alternate I	(OCT 1995)
52.217-8	Options to Extend Services	(AUG 1989)
52.217-9	Option to Extend the Term of the Contract	(MAR 1989)
52.219-6	Notice of Total Small Business Set-Aside	(JUL 1996)
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns.	(OCT 1995)
52.219-9	Small Business, Small Disadvantaged And Women Owned Small Business Subcontracting Plan.	(AUG 1996)
52.222-1	Notice to the Government of Labor Disputes.	(FEB 1997)
52.222-3	Convict Labor.	(AUG 1996)
52.222-26	Equal Opportunity	(APR 1984)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans.	(APR 1984)
52.222-36	Affirmative Action for Handicapped Workers.	(APR 1984)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	(JAN 1988)
52.222-41	Service Contract Act of 1965 as amended	(MAY 1989)
52.223-6	Drug-Free Workplace	(JAN 1997)
52.224-1	Privacy Act Notification.	(APR 1984)
52.224-2	Privacy Act.	(APR 1984)
52.229-3	Federal, State, and Local Taxes	(JAN 1991)
52.232-1	Payments.	(APR 1984)
52.232-8	Discounts for Prompt Payment.	(APR 1989)
52.232-17	Interest.	(JUN 1996)
52.232-18	Availability of Funds	(APR 1984)
52.232-23	Assignment of Claims.	(JAN 1986)
52.232-25	Prompt Payment.	(MAR 1994)
52.232-33	Mandatory Information for Electronic Funds Transfer Payment	(AUG 1996)
52.233-1	Disputes.	(OCT 1995)
52.233-3	Protest After Award.	(AUG 1996)
52.242-13	Bankruptcy	(JUL 1995)
52.243-1	Changes - Fixed-Price. Alternate I	(AUG 1987) (APR 1984)

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

I-1 Clauses Incorporated by Reference (Continued)

52.243-7	Notification of Changes	(APR 1984)
52.244-5	Competition in Subcontracting.	(DEC 1996)
52.249-1	Termination for Convenience of the Government (Fixed Price)(Short Form).	(APR 1984)
52.249-4	Termination for Convenience of the Government (Services)(Short Form).	(APR 1984)
52.249-8	Default (Fixed-Price Supply and Service).	(APR 1984)

I-2 CLAUSES INCLUDED IN FULL TEXT

1. ORDERING (FAR 52.216-18, OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from award date through contract expiration.

(b) All delivery or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery or task order and this contract, the contract shall control.

(c) If mailed, a delivery or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile or by electronic commerce methods only if authorized in the Schedule.

PART III - LIST OF ATTACHMENTS
SECTION J - ATTACHMENTS

NOTE: Attachments are not included in the numbering sequence.

Attachment 1. Form HUD-9548, Sales Contract (09/96)

Attachment 2. Form HUD-1, Settlement Statement

Attachment 3. Addendum to HUD-1, Settlement Statement

Attachment 4. SAMS 1103, Wire Transmittal and Instructions (4/97)

Attachment 5. Single Family Property Sales/Bulk Sale Listing

Attachment 6. Sample Deed for Alabama

Attachment 7. Request for Extension of Closing Date

Attachment 8. Weekly Activity Report

Attachment 9. Title Guidelines with Sample
(To be provided at post-award conference)

Attachment 10. SAMS 1106 Transmittal (10/94)

Attachment 11. Contents of a Sales Package

Attachment 12. Property Title Transfers and Title Waivers, CFR 203.385-401

Attachment 13. Sample Letter to Tax Authority

Attachment 14. National Contract Surety Bond

Attachment 15. Map of Alabama Showing Closing Agent Areas (for this solicitation)

Attachment 16. Checklist for HUD Closing

Attachment 17. Contents of a Closing Package

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENT OF OFFERORS OR QUOTERS

(NOTE: The term "Business" as used in some of the following certifications includes individuals.)

K-1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985) 52.203-2

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-2 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1, JAN 1997)

(a) (1) The standard industrial classification (SIC) code for this acquisition is **6531 - Real Estate Agents and Managers**

(2) The small business size standards is **1.5 million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service, contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is or [] is not a small business concern.

(2) The offeror [] is or [] is not a small disadvantaged business concern.

(3) The offeror represents as part of its offer that it [] is or [] is not a women-owned small business concern.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS

K-2 SMALL BUSINESS PROGRAM REPRESENTATIONS (continued)

(c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this provision, means a small business concern - (1) that is at least 51 percent owned by a woman or women, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (5) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnish.
- (6) Under 15 USC 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -
 - (1) Be punished by imposition of fine, imprisonment, or both;
 - (2) Be subject to administrative remedies, including suspension and debarment; and
 - (3) Be ineligible for participation in programs conducted under the Act.

K-3 CERTIFICATION OF STATUS AS A MINORITY ENTERPRISE (HUDAR 2452.226-70, AUG 1995)

Bidder, offeror or supplier certifies that he or she // is, // is not a minority enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:
(Check the block applicable to you)

// Black Americans // Hispanic Americans
// Native Americans // Asian Pacific Americans
// Asian Indian Americans

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS

K-4 TAXPAYER IDENTIFICATION (FAR 52.204-3, MAR 1994)

(a) Definitions

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

// TIN: _____

// TIN has been applied for.

// TIN is not required because:

// Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the US and does not have an office or place of business or a fiscal paying agent in the US;

// Offeror is an agency or instrumentality of a foreign government;

// Offeror is an agency or instrumentality of a Federal, state, or local government;

// Other. State basis. _____

(d) Corporate Status

// Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

// Other corporate entity;

// Not a corporate entity;

// Sole proprietorship;

// Partnership;

// Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

// Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

// Name and TIN of common parent:

Name _____ TIN _____

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS

K-5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22, APR 1984)

The offeror represents that—

- (a) It // has, // has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It // has, // has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-6 CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21, APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certification in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES (APR 1984)

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

[NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.]

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS

K-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND
OTHER RESPONSIBILITY MATTERS (FAR 52.209-5, MAR 1996)

(a)(1) The offeror certifies, to the best of its knowledge and belief, that--

(i) The offeror and/or any of its principals--

(A) Are // are not // presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have // have not //, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are // are not // presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has // has not //, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibility within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS

K-8 PLACE OF PERFORMANCE (FAR 52.215-20, APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, // intends, // does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code

Name and Address of Owner and
Operator of the Plant or Facility
if other than Offeror or Quoter

K-9 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25, APR 1984)

The offeror represents that (a) it // has developed and has on file or that it // has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 60-2), or (b) it // has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K-10 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (FAR 52.203-11, APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS

K-10 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (continued)

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K-11 ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION
(HUDAR 2452.209-71, APR 1984)

The bidder or offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed Government contract and the bidder or offeror's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the offeror; or
- (b) Impair the offeror's objectivity in performing the contract work.

// In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

K-12 AUTHORIZED NEGOTIATORS (FAR 52.215-11 APR 1984)

The offeror or quoter represents that the following person is authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list name, title, and telephone number of authorized negotiator) ____

K-13 CERTIFICATION REGARDING FEDERAL EMPLOYMENT (HUDAR 2452.203-71 DEC 1992)

By submitting an offer, the offeror hereby certifies that it is not owned or substantially owned or controlled by one or more Federal employees

K-14 CERTIFICATION REGARDING OFFEROR'S RELATIVES

I do // or do not // have any relatives that work for HUD. If I do, they are as follows

INDIVIDUAL'S NAMES

INDIVIDUAL'S RELATIONSHIP TO BIDDER

_____	_____
_____	_____
_____	_____

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS

K-15 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-5 JUL 1987)

The offeror or quoter, by checking the applicable box, represents that

- (a) it operates as ☐ a corporation incorporated under the laws of the State of _____,
an individual ☐
a partnership ☐
a nonprofit organization ☐
or a joint venture ☐.
- (b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership,
☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation registered for business
in _____.

K-16 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS)
NUMBER. (FAR 52.204-6 DEC 1996)

(a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS

K-17 PERIOD FOR ACCEPTANCE OF OFFER (FAR 215-19 APR 1984)

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 60 calendar days from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point within the time specified in the Schedule.

K-18 OFFEROR'S SIGNATURE

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

_____ (Signature and Date)
_____ (Typed or Printed Name and Title)

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.
(End of certification)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

L-1 Clauses Incorporated by Reference

Organizational Conflicts of Interest Notification	2452.209-70	FEB 1987
Solicitation Definitions	52.215-5	JUL 1987
Restriction on Disclosure and Use of Data	52.215-12	APR 1984
Preparation of Offers	52.215-13	APR 1984
Explanation to Prospective Offerors	52.215-14	APR 1984
Failure to Submit Offer	52.215-15	JUL 1995

L-2 PROPOSAL CONTENT. (2452.215-70 OCT 1995)

1. Proposals shall be submitted in two separate parts as further described in paragraphs (b) and (c) below. Each of the parts must be complete in itself so the evaluation of each part may be conducted independently, and so that the technical and management part may be evaluated strictly on its own merit. Proposals shall be submitted in the format, if any prescribed elsewhere in this solicitation. Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. The offeror's name and address, the solicitation number and the date and time specified in the solicitation for proposal submission must appear in writing on the outside of the package.
2. **Proposals shall be submitted in original and three (3) copies of Part I and original and one copy of Part II.**
3. Part I - Technical and Management
 - a. Prior experience. The offeror shall provide evidence of the offeror's (i.e., firm's or organization's) prior and current experience in performing the work and/or providing the deliverables required by the solicitation.
 - b. Past Performance. The offeror shall provide evidence of the offeror's past performance in accomplishing work--including meeting delivery dates and schedules--the same as, or substantially similar to, that required by the solicitation. Include a description of effort currently in progress and/or completed within the last two years which is relevant to this procurement. Include names, addresses, and telephone numbers of contact points with these clients. The Government reserves the right to request information from any source so named. This description shall demonstrate successful experience concerning, or the capability to perform the following:
 - (1) Real estate closings of single family, FHA properties, and specifically properties the Southwest Alabama Area (as described in Section B-1). Submit a recent HUD/FHA transaction.
 - (2) Review of title information and resolution of title issues such as past due taxes, water bills, easements, demolition liens, etc.
 - (3) Adequate staff and office central to the area in which closings are to be performed. This includes knowledge of state and local statutes and laws applicable to single family closings in the geographic area served by the contract (see Section B).
 - (4) Internal controls to minimize potential for misuse or theft of funds and to safeguard closing proceeds.
 - c. Personnel qualifications. The offeror shall provide the names, position descriptions and information to support the qualifications--including relevant experience, specialized training and education--of all proposed key personnel (see the clause entitled "key Personnel" in this solicitation for further definition). The term "personnel" shall include any proposed consultants and subcontractor employees who will perform duties of key personnel.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

L-2 PROPOSAL CONTENT. (2452.215-70 OCT 1995) (continued)

d. Management Capability. The offeror shall provide evidence of his/her organization's ability to manage the work required under the proposed contract. The offeror shall describe how the work will be organized, the proposed staffing and responsibilities and existing commitments of proposed staff.

e. Technical Capability. The offeror shall provide a detailed description of how he/she proposes to conduct the work required under the proposed contract.

f. Special Requirements. The offeror must have a valid license to perform closing services where required by state and/or local law. A copy of the offeror's license must be included with the proposal.

4. Part II--Business Proposal.

a. The Offeror shall complete the Representation and Certifications provided in Section K of this solicitation and include them in this Part II.

b. The offeror shall provide information to support the offeror's proposed costs or prices as prescribed elsewhere in this Section L.

L-3 Freedom of Information Act Notification (HUDAR 2452.224-70 APR 1984)

Proposals submitted in response to this solicitation are subject to disclosure under the Freedom of Information Act (FOIA). To assist the Department in determining whether or not to release information contained in a proposal in the event a FOIA request is received, offerors may, through clear earmarking or otherwise, indicate those portions of their proposals which they believe should not be disclosed. While an offeror's advice will be considered by the Department in its determination whether to release requested information or not, it must be emphasized that the Department is required by the FOIA to make an independent evaluation as to the information, notwithstanding the offeror's views. It is suggested that if an offeror believes that confidential treatment is appropriate, the basis for this view should be provided, where possible, because general assertions or blanket requests for confidentiality, without more information, are not particularly helpful to the Department in making determinations concerning the release of information under the Act. It should also be noted that the Department is required to segregate disclosable information from non-disclosable items, so particular care should be taken in the identification of each portion for which confidential treatment is requested. Offeror's views concerning confidentiality will be used solely to aid the Department in preparing its response to FOIA requests. Further, offerors should note that the presence or absence of such comments or earmarking regarding confidential information will have no bearing whatsoever on the evaluation of proposals submitted pursuant to this solicitation, nor will the absence of this earmarking automatically result in greater disclosure.

L-4 Special Instructions Regarding Lobbying Activities

If the Offeror is required to complete an SF LLL, Disclosure of Lobbying activities, (See FAR 52.203-11), attach the completed form to Section K, Certification and Representations.

L-5 Unnecessarily Elaborate Proposals or Quotations. (52.215-7 APR 1984)

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

PART IV -REPRESENTATIONS AND INSTRUCTIONS
SECTION L - INSTRUCTIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

L-6 Amendments to Solicitations. (52.215-8 DEC 1989)

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Offerors shall acknowledge receipt of any amendments to this solicitation by (1) signing and returning the amendment, (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, (3) letter or telegram, or (4) facsimile, if facsimile offers are authorized in the solicitation. The Government must receive the acknowledgment by the time specified for receipt of offers.

L-7 Submission of Offers. (52.215-9 MAR 1997)

- (a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror.
- (b) Offerors using commercial carrier services shall ensure that the proposal is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.
- (c) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- (d) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.
- (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.
- (f) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the Government, and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

L-8 Late Submissions, Modifications, and Withdrawals of Proposals. (52.215-10 MAR 1997)

- (a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and:
 - (1) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - (2) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;
 - (3) It was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
 - (4) It was transmitted through an electronic commerce method authorized by the solicitation and was received by the Government not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

PART IV -REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

L-8 Late Submissions, Modifications, and Withdrawals of Proposals. (continued)

(5) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement: or

- (6) Is the only proposal received.
- (b) Any modification of a proposal or quotation, including a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1) through (a)(5) this provision.
- (c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.
- (d) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (e) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (g) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
- (h) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

L-9 Contract Award. (52.215-16 OCT 1995)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.
- (b) The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

L-9 Contract Award. (52.215-16 OCT 1995) (continued)

(c) The Government intends to evaluate proposals and award a contract after conducting written or oral discussions with all responsible offerors whose proposals have been determined to be within the competitive range. However, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

(h) The government may disclose the following information in post-award debriefings to other offerors: (a) the overall evaluated cost or price and technical rating of the successful offeror; (2) the overall ranking of all offerors, when any ranking was developed by the agency during source selection; (3) a summary of the rationale for award; and, (4) for acquisitions of commercial end items, the make and model of the item to be delivered by the successful offeror.

L-10 Type of Contract. (52.216-1 APR 1984)

(a) The Government contemplates award of a Firm-Fixed-Price, Requirements Contract resulting from this solicitation. Certain services are cost-reimbursable.

L-11 Service of Protest. (52.233-2 AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from—

U.S. DEPT OF HUD/ASC/CONTRACTING DIVISION
75 SPRING ST., SW, RM 658, ATLANTA, GA 30303

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

L-12 Responsibility Determination

A. Contracts will be awarded only to responsible prospective contractors. In order to qualify as responsible, a prospective contractor must, in the opinion of the Contracting Officer, meet the following standards as they relate to this Request for Proposals.

1. Have adequate financial resources for performance, or have the ability to obtain such resources as required during performance;
2. Have the necessary experience, organization, technical qualifications, skills, and facilities, or have the ability to obtain them (including probable subcontractor arrangements);
3. Be able to comply with the proposed or required time of delivery and the performance schedule;
4. Have a satisfactory record of performance;
5. Be able to comply with the requirements of FAR 52.222-26, Equal Opportunity.
6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

L-13 Information on Current Contract

The fixed unit price per closing within the State of Alabama presently range from \$150 to \$300. The price under the current contract for the Southwest Area is \$300.00. At the time this solicitation was issued, closings averaged 4.2 per month. There were approximately 50 property closings between July 1, 1996 and June 30, 1997. There are currently 13 assigned sales contracts for this area.

THIS ESTIMATE IS PROVIDED FOR OFFER PURPOSES ONLY. THE GOVERNMENT IS NOT UNDER ANY OBLIGATION TO ORDER THE NUMBER OF CLOSINGS REFERENCED HERE.

PART IV -REPRESENTATIONS AND INSTRUCTIONS
SECTION M - EVALUATION FOR AWARD

M-1 Relative Importance of Technical Versus Cost/Price Factors

(a) The Government will make an award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government (i.e., that which represents the best value to the Government), cost or price and other factors considered. The combined relative merit of the technical evaluation factors listed will be more significant than cost or price in the selection of the contractor. While the cost or price factor has no numerical weight, it is a criterion in the overall evaluation of proposals. Furthermore the proposed costs or price must be considered reasonable and must reflect the proposed technical approach.

(b) The Government may award a contract to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most advantageous to the Government.

M-2 Evaluation of Technical Proposals -- Evaluation of the technical proposals will be based on the completeness and thoroughness of the proposal submitted. The offeror must demonstrate his/her understanding of the requirements set forth in the solicitation, in particular Section C, Specifications/ Work Statements. Offerors are asked to organize their proposal to correspond with the way the technical factors are listed.

M-3 Factors For Award -- The proposals will be evaluated on the basis of the following factors and weights.

A. Technical and Management Factors (145 POINTS POSSIBLE)

1. **(50 POINTS MAXIMUM)** Demonstrated prior and current experience in real estate title reviews and sales closings.

(a) **(15 points)** of single family properties (1 to 4 units).

(b) **(20 points)** FHA properties

(c) **(15 points)** in the Alabama counties covered by this solicitation

2. **(20 POINTS MAXIMUM)** Evidence of adequately staffed, trained, and equipped office (or the ability to establish such). Office must be reasonably located so as to provide convenient service to HUD and its clients in the area to be served, and to carry out all duties as specified in and within the time frames required by this solicitation.

3. **(15 POINTS MAXIMUM)** Demonstrated ability to review title information on single family properties and resolve any title issues (e.g. past due taxes, water bills, encroachments, easements, probates and plats of survey).

4. **(60 POINTS MAXIMUM)** Extent to which the proposal demonstrates:

(a) **(30 points)** A realistic plan to safeguard closing proceeds, ensure timely wire transfers, and forward closing packages in the manner prescribed in the solicitation and,

(b) **(30 points)** Sufficient internal controls to minimize the potential for misuse or theft of funds relating to the sale of HUD-owned properties.

B. **Cost** -- The offeror's proposed cost if the prices submitted in Section B-3 to complete tasks outlined in the statement of work. For determination of total price, proposer's closing price for the base period (two years) x 2, added to the closing price for option year one and the closing price for option year 2. An offeror's proposal may not be considered when prices are determined to be unrealistically low or unreasonably high.

Offerors should submit only one (1) copy of their price proposal.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - EVALUATION FOR AWARD

M-4 Cost And Pricing Data

The following form is provided for your use in calculating your potential costs for performing the services detailed in this solicitation.

DIRECT LABOR

List position titles to be used in this contract	Hourly Rate	Projected Total Contract Cost	Percentage of Time Spent on this contract
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

FRINGE BENEFITS (if applicable)

OTHER DIRECT COSTS

INDIRECT COSTS

TOTAL COST _____
For All Contract Years